

TERMS AND CONDITIONS

In these terms and conditions, the terms *you* and *your* refer to the registered owner or owners and the terms *we*, *our*, *us* and *the issuer* refer to The Bank of Nova Scotia (BNS), Scotia Mortgage Corporation (SMC), Montreal Trust Company of Canada (MTCC), National Trust Company (NT), and ADS Canadian Bank (ADSB) whichever is identified on the Application as having issued the Certificate.

1. Receipt of principal and payment of interest

We acknowledge receipt of the principal amount noted on the Application and will pay interest on the principal at an annual fixed rate and frequency indicated. Interest is calculated from the date after the issue date up to and including the maturity date.

Interest on GICs less than one year is calculated daily and paid at maturity. Interest is earned on any leap year day. Similarly, the interest on the uneven portion of any GIC greater than one year is calculated daily and interest is paid for a leap day. Interest for even term GICs of one year or greater is calculated by multiplying the issue amount times the annual interest rate, therefore, no interest is paid on a leap day.

Interest on compound GICs is compounded annually on the anniversary date of the GIC. The interest earned each year is added to the GIC principal and interest is earned on it. The principal and interest is then paid on the maturity date.

2. Joint Deposits

If there are two or more registered owners and they are identified on the Application as joint tenants, the issuer can take instructions or deal with any one of them concerning all matters in connection with this investment. If they are identified as joint holders or tenants in common, then the issuer will only take instructions or deal with all of them together.

3. Renewals

Maturing funds will be automatically renewed in accordance with the Maturity Instructions set out on the face of this Application or in accordance with other written instructions that you have given us prior to maturity. If no such instructions are given to us, the principal sum will be redeemed and a cheque issued to you. You may contact us to cancel the new GIC within 10 business days after the renewal or reinvestment date.

4. Survivorship

In the event of the death of the registered owner, the issuer will repay the full amount of this investment, together with the interest earned to the date of repayment, to the legal representatives, heirs and/or assigns of the deceased, subject to applicable legislation. If there is more than one registered owner, and they hold this investment as joint tenants, if one of the registered owners dies, the remaining registered owners will become entitled to the deceased's share in equal portions at maturity. This provision does not apply in the Province of Quebec.

5. Withdrawal

Partial withdrawals and redemptions prior to maturity are not allowed for Non-Redeemable GICs except in the event of death of the registered owner. In these exceptional circumstances, full interest will be paid up to the date of settlement.

Cashable, full or partial withdrawals before maturity are permitted, provided you tell us one full business day in advance and subject to the conditions noted below.

- Minimum withdrawal is \$1,000
- No interest will be paid if a withdrawal is made within 30 days of the issued date
- Full interest will be paid to the date of redemption if the funds are on deposit for 30 days or more
- Partial withdrawals are allowed if \$1,000 remains in the certificate
- One year term only.

6. Deposit Insurance

Only deposits made in Canadian currency, having a term of 5 years or less and payable in Canada are eligible for deposit insurance from Canada Deposit Insurance Corporation.

For more information on deposit insurance refer to the CDIC brochure "Protecting Your Deposits" or call CDIC at 1-800-461-2342 or visit the CDIC website at www.cdic.ca.

Each CDIC member institution maintains a register of the eligible deposits it offers. You can review and obtain any of the Scotiabank Group Deposit Registers on the Scotiabank website at www.sciotiabank.com or by contacting our office.

7. Fees

There are no regular account fees associated with the account.

8. Non-Resident

Where the registered owner is a non-resident (within the meaning of the applicable tax laws) and the deposit is exempt from non-resident tax, the deposit will only be repaid on the Maturity Date.

9. Tax Considerations

This summary is of a general nature only and is not intended to be legal or tax advice to any particular investor. No representation with respect to Canadian federal income tax considerations to any particular investor is made. You should consult your own tax advisor with respect to your particular circumstances.

GICs - General interest earned on GICs is generally included in your income in the year in which it is earned, whether it is paid to you or accrued.

10. Law

This Application is governed by the law of the Canadian jurisdiction in which the branch of the issuer is located.

11. Preferred language

You have asked us that this Application and all documents relating to it be in English only. Vous nous avez demandé que ce contrat et tous les documents qui s'y rattachent soient rédigés uniquement en anglais.

12. Notice

We will give you notice under this Application by mailing it to the last address we have for you on file. You can give us notice by mailing it, with the postage paid, to us at the address on the face of the Application. We consider that you have given us notice when we receive it.

13. Collecting, using and disclosing your information

We may collect personal information from you and about you such as:

- Your name, address, telephone number, nature of your principal business or occupation and date of birth, which are required by law;
- Identification, such as a valid driver's licence or passport.
- Information about beneficial owners, intermediaries and other parties, which is required by law.

For legal entities such as businesses, partnerships, trusts, estates, clubs or other organizations, we may collect the information referred to above from each authorized person, partner, trustee, executor and club member, as appropriate.

We may collect from and use and disclose your Social Insurance Number (SIN) for income tax reporting purposes, as required by law

We may collect from personal information, and use it, and disclose it to, any person or organization for the following purposes:

- to confirm your identity;
- to determine your eligibility for our services;
- to set up, administer, manage and otherwise provide you with ongoing service;
- to satisfy legal and regulatory requirements that we believe are applicable to us, including the requirements of any self-regulatory organizations to which we belong;
- to help us collect a debt or enforce an obligation owed to us by you;
- to respond to a court order, search warrant or other demand or request which we believe to be valid, or to comply with the rules of production of a court;
- to manage and assess our risks, and
- to prevent or detect fraud or criminal activity or to manage and settle any actual or potential loss in connection with fraud or criminal activity.

We may use third party service providers to process or handle personal information on our behalf and to assist us with various services such as printing and mail distribution, and you acknowledge that we may release information about you to them. Some of our service providers are located outside of Canada. As a result, your personal information may be accessible to regulatory authorities in accordance with the law of these jurisdictions.

We may verify relevant information you give us with your employer or your reference and you authorize any person whom we contact in this regard to provide such information to us.

We may consult various financial service industry databases or private Investigative Bodies maintained in relation to the type of service you have applied for or have. You also authorize us to release information about you to these databases and Investigative Bodies (as designated under the regulations of the Personal Information Protection and Electronic Documents Act (PIPEDA) and include such organizations as the Crime Prevention and Investigation Office of the Canadian Bankers Association).

If we sell a portion of our business, we may release the information we hold about you to the prospective purchaser. We may keep and use information about you in our records for as long as it is needed for the purposes described in this Application, even if you cease to be a customer.

All information that you give us will, at any time, be true and complete. If any personal information changes or becomes inaccurate or out of date, you are required to advise us so we can update our records.

14. Refusing or withdrawing consent

Subject to legal, regulatory and contractual requirements, you can withdraw your consent to our further collection, use or disclosure of information at any time in the future by giving us reasonable notice at the address on the face of this Application or by calling us toll-free at 1-800-268-8661.

We will act on your instructions as quickly as possible but there may be certain uses of your information that we may not be able to stop immediately.

You cannot refuse our collection, use and disclosure of information required by third party service providers essential or the provision of services or required by our regulators, including self-regulatory organizations.

15. Complaint Resolution

CONTACT ONE OF OUR ADVISOR/DEALER SERVICES REPRESENTATIVES

If the person you speak to is not able to resolve your concerns to your satisfaction, please speak directly to the Manager, who has the authority to resolve the majority of problems that arise.

Scotiabank Advisor Deposit Services	Toll free telephone: 1-800-268-8661
4715 Tahoe Blvd, 5 th floor	Toronto: 416-933-3200
Mississauga, ON L4W 0B5	Toll free fax: 1-888-444-7365
	Email: scotia.ads@scotiabank.com

CONTACT THE OFFICE OF THE PRESIDENT

If the Manager has been unable to resolve your complaint satisfactorily, a representative of the President & CEO will be pleased to assist you.

The President, Scotiabank	Email: mail.president@scotiabank.com
44 King St W,	Toll free fax: 1-877-700-0045
Toronto, ON M5H 1H1	Toronto fax: 416-933-1777
	Toll free: 1-877-700-0043
	Toronto: 416-933-1700
	French Toll free: 1-877-700-0044
	French In Toronto: 416-933-1780

CONTACT SCOTIABANK'S OMBUDSMAN

Scotiabank's Ombudsman, reports directly to our CEO and has been appointed to provide an impartial review of unresolved customer complaints. If you have gone through the first two steps and remain dissatisfied, submit your complaint to the Ombudsman in writing.

Scotiabank Ombudsman	Email: ombudsman@scotiabank.com
44 King St W,	Toll Free Fax: 1-866-787-7061
Toronto, ON M5H 1H1	

CONTACT THE ADR Chambers Banking Ombudsman (ADRBO)

If you are still not satisfied, you may contact an External Complaints Body for banking complaints; ADR Chambers Banking Ombudsman (ADRBO)

ADRBO has been appointed to undertake an impartial review of unresolved banking complaints. If you are not satisfied with our Ombudsman's response, you can refer your complaint to the ADRBO. While we would expect to resolve your complaint within 90 days, if our best efforts have been unable to provide a resolution in that time, you may refer your complaint to the ADRBO.

ADR Chambers Banking Ombudsman	Toll free: 1-800-941-3655
P.O. Box 1006	Fax: 1-877-803-5127
31 Adelaide St. E.	Email: contact@bankingombuds.ca
Toronto, Ontario M5C 2K4	

CONTACT THE FINANCIAL CONSUMER AGENCY OF CANADA (FCAC)

The FCAC supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws. If you have a complaint about such a regulatory matter, you can contact the FCAC in writing at:

Financial Consumer Agency of Canada	Toll free: 1-866-461-3222
427 Laurier Ave W, 6th Floor	Fax: 1-866-814-2224/613-941-1436
Ottawa, ON K1R 1B9	Website: www.fcac-acfc.gc.ca